

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

LUCAS HORTON

v.

**PALMER ADMINISTRATIVE
SERVICES, INC.**

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CIVIL ACTION NO. _____

EXHIBIT A

INDEX OF DOCUMENTS FILED IN STATE COURT ACTION

1.	Photograph of folder utilized by the Justice Court in place of docket sheet, which is not accessible to the parties.
2.	Citation in the Justice Court dated November 10, 2020.
3.	Statement of Claims filed November 10, 2020.
4.	Complaint filed November 10, 2020.
5.	Return of Service – filing information not known.

EXHIBIT A-1

20

JS-2000322D R05846
SMALL CLAIMS

JS-2000322D

PLAINTIFF:
HORTON, LUCAS
[REDACTED]

DEFENDANT:
PALMER ADMINISTRATIVE SERVICES
REGISTERED AGENTS INC
3430 SUNSET AVE
OCEAN, NJ 07712
(800) 599 9557

PLAINTIFF'S ATTORNEY

DEFENDANT'S ATTORNEY

FILED 11/10/20
AMOUNT \$15000.00
CITATION TO PL- OOC /YRC

MARGARET O BRIEN
JUSTICE OF THE PEACE PREC. 2-1
DALLAS COUNTY
140 N. GARLAND AVE.
GARLAND, TEXAS 75040
(214) 643-4773

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2
2

EXHIBIT A-2

T H E S T A T E O F T E X A S

DOCKET NO: JS20-00322D

TO THE DEFENDANT: PALMER ADMINISTRATIVE SERVICES REGISTERED AGENTS INC

SUIT DESCRIPTION:
SEE ATTACHED PETITION

PLAINTIFF(S):
HORTON, LUCAS

RICHARDSON, TX 75080

YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY TO HELP YOU IN DEFENDING AGAINST THIS LAWSUIT. BUT YOU ARE NOT REQUIRED TO EMPLOY AN ATTORNEY. YOU OR YOUR ATTORNEY MUST FILE AN ANSWER WITH THE COURT. YOUR ANSWER IS DUE BY THE END OF THE 14TH DAY AFTER THE DAY YOU WERE SERVED WITH THESE PAPERS. IF THE 14TH DAY IS A SATURDAY, SUNDAY, OR LEGAL HOLIDAY, YOUR ANSWER IS DUE BY THE END OF THE FIRST DAY FOLLOWING THE 14TH DAY THAT IS NOT A SATURDAY, SUNDAY, OR LEGAL HOLIDAY. DO NOT IGNORE THESE PAPERS. IF YOU DO NOT FILE AN ANSWER BY THE DUE DATE, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. FOR FURTHER INFORMATION, CONSULT PART V OF THE TEXAS RULES OF CIVIL PROCEDURE, WHICH IS AVAILABLE ONLINE AND ALSO AT THE COURT LISTED ON THIS CITATION.

VS.
DEFENDANT(S):
PALMER ADMINISTRATIVE SERVICES
REGISTERED AGENTS INC
525 ROUTE 73 NORTH
FIVE GREENTREE CENTRE STE 104
MARLTON, NJ 07712
(800) 599 9557

IF YOU FAIL TO FILE AN ANSWER, JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE RELIEF DEMANDED IN THE PETITION. A COPY OF PLAINTIFF'S PETITION IS ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH WRITTEN IN.

CITATION
IN THE JUSTICE COURT

FILED ON: 11-10-2020

CITATION ISSUED: 11-10-2020
CITATION ISSUED TO
PL- OOC /YRC

GIVEN UNDER MY HAND OFFICIALLY, THIS NOVEMBER 10, 2020.



Margaret O'Brien
JUDGE MARGARET O BRIEN
JUSTICE OF THE PEACE
PRECINCT 2 PLACE 1
DALLAS COUNTY

MARGARET O BRIEN
JUSTICE OF THE PEACE
PRECINCT 2, PLACE 1
DALLAS COUNTY
140 N. GARLAND AVE.
GARLAND, TEXAS 75040
(214) 643-4773

EXHIBIT A-3

STATEMENT OF CLAIMS

SMALL CLAIMS COURT OF DALLAS COUNTY, TEXAS

Case 3:20-cv-03526-X-BN Document 1-1 Filed 12/01/20 Page 7 of 16 PageID 14

Case No. 322-D
Precinct/County _____
Receipt No. _____

PLAINTIFF(S): Lucas Horton

STREET ADDRESS: [REDACTED]

CITY, STATE, ZIP CODE: Richardson, TX 75080

HOME PHONE: [REDACTED]

BUSINESS PHONE: _____

VS.

DEFENDANT(S): Palmer Administrative Services

STREET ADDRESS: 3430 Sunset Ave

CITY, STATE, ZIP CODE: Ocean, NJ 07712-3954

HOME PHONE: _____

BUSINESS PHONE: 800) 599-9557

CLERK
2020 NOV 10 AM 9:17
JUSTICE OF THE PEACE
PRECINCT 27
DALLAS COUNTY, TEXAS

PERSON(S) TO BE SERVED: Registered Agents, Inc.

STREET ADDRESS: Five Greentree Centre, Ste 104

CITY, STATE, ZIP CODE: 525 Route 73 North, Marlton, NJ 07712

PHONE: (856) 452-1972

X Defendant(s) is/are justly indebted to Plaintiff in the sum of \$ 15,000 along with Costs of court
for the following reason(s). See Attached

OR

_____ Defendant(s) is/are justly indebted to Plaintiff(s) for *return of the following described Property*:

_____ valued at \$ _____

AND there are not counterclaims existing in favor of Defendant(s) against Plaintiff(s) except: _____

Judge Margaret O'Brien, Justice of the Peace 2-1
140 N. Garland Avenue, Garland, TX 75040
Phone: (214) 643-4773 Fax: (214) 643-4772
Website: www.JudgeMO.org

EXHIBIT A-4

LUCAS HORTON,
Plaintiff,

v.

Palmer Administrative Services,
Inc.

Defendant.

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IN THE DALLAS COUNTY

JUSTICE COURT

PRECINCT 2, PLACE 1

DALLAS, TEXAS

CLERK

2020 NOV 10 AM 9:17

JUSTICE OF THE PEACE
PRECINCT 2-1
DALLAS COUNTY, TEXAS

Plaintiff Lucas Horton ("Plaintiff") brings this Complaint against Defendant Palmer Administrative Services, Inc. ("Defendant") to stop Defendant's practice of placing telemarketing calls to consumers that feature an artificial and/or prerecorded voice and obtain damages and other redress caused by Defendant's conduct. Plaintiff, for his Complaint, alleges as follows upon personal knowledge as to himself and his own acts and experiences, and, as to all other matters, upon information and belief.

JURISDICTION & VENUE

1. The Court has subject matter jurisdiction over this action pursuant Texas Business and Commerce Code 305.053 ("TX 305") and 28 U.S.C. § 1331, as the action arises under the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, ("TCPA").

1. PARTIES

2. Plaintiff is an individual who resides in Dallas, Dallas County, Texas.
3. Defendant is a corporation incorporated and existing under the laws of the State of New Jersey whose primary place of business and corporate headquarters is located at 3430 Sunset Ave., Ocean, New Jersey 07712.

1. COMMON FACTUAL ALLEGATIONS

4. Defendant and its proxies place unwanted telemarketing calls to solicit consumers to

purchase auto warranties that it sells, administers, and is a party to.

5. All of the calls at issue in this case were made on behalf of, for the benefit of, and with the knowledge and approval of Defendant.
6. Unfortunately for consumers, Defendant, in an attempt to sell more auto warranties, engaged in an aggressive telemarketing campaign that includes violating the TCPA thousands of times a day.
7. Specifically, Defendant (or a third-party acting on its behalf and for its benefit) places unsolicited telemarketing calls to consumers that sometimes feature an artificial and/or prerecorded voice.
8. Rather than adhere to the requisite rules regarding obtaining consent prior to engaging in telemarketing, Defendant (or a third-party acting on its behalf or for its benefit) places repeated calls to consumers who have never provided consent (either orally or in writing) to receive such calls. By placing the calls without first obtaining prior express written consent, Defendant plainly violates of the TCPA, 47 U.S.C. § 227, *et seq* and also TX 305.
9. By making unauthorized telemarketing calls as alleged herein, Defendant has caused consumers actual harm. This includes the aggravation, nuisance and invasions of privacy that result from the placement and receipt of such calls, in addition to the wear and tear on their telephones, consumption of battery life, lost ability to place outgoing calls and other interruption in use, cellular minutes, loss of value realized for the monies consumers paid to their carriers for the receipt of such calls, and other diminished use, enjoyment, value, and utility of their cellphones and cellphone plans.
10. Furthermore, Defendant (or a third-party acting on its behalf and for its benefit) made

the calls knowing that the calls trespassed against and interfered with Plaintiff use and enjoyment of, and the ability to access, their telephones, including the related data, software, applications, and hardware components.

11. Defendant knowingly made, and continues to make, repeated prerecorded telemarketing calls to consumers' telephones without the prior express consent of the recipients.
12. As such, Defendant not only invaded the personal privacy of Plaintiff it also intentionally, repeatedly, and willfully violated the TCPA.
13. The calls were made by or on Defendant's behalf and with its knowledge and approval. Defendant knew about the calls, received the benefits of the calls, directed that the calls be made, and/or ratified the making of the calls.
14. The TCPA was enacted to protect consumers from unsolicited telephone calls like those alleged in this case.
15. In response to Defendant's unlawful conduct, Plaintiff files the lawsuit and seeks an injunction requiring Defendant to cease all unsolicited telephone calling activities to consumers as complained of herein and an award of statutory damages to the Plaintiff, together with costs, and pre- and post-judgment interest.

1. FACTS SPECIFIC TO PLAINTIFF

16. Plaintiff is the owner and customary user of a cellphone number ending in 3341.
17. At no time did Plaintiff ever provide his cellphone number to Defendant or provide Defendant, or any of Defendant's agents or contractors, with prior express consent to call.
18. Plaintiff received calls from the Defendant or its proxies on June 10th from 343-320-8073, on July 9th from 509-295-2728, on Aug 5th from 469-253-6180, on Aug 7th from

361-252-0203, on Aug 10th from 325-221-6141, on Sept 11th from 469-484-6945, on Oct 2nd from 469-410-7625, on Oct 9th from 361-666-5451, and on Oct 15th from 469-410-7629. Calls either began with a beep when answered, meaning the call was robodialed. Or, calls began with a prerecorded message claiming the factory warranty on your vehicle has expired. Then, a person came on trying to sell a car warranty. On the Oct 9th call, Plaintiff purchased a warranty with contract # PELDD424747. On the Oct 15th call, Plaintiff was hung up on when transferred to the warranty specialist because he realized Plaintiff had already purchased a warranty. It should be noted that Plaintiff's vehicle has almost 2 years and around 27K miles left on the factory warranty.

19. The call was made by or on behalf of Defendant for the purpose of selling Defendant's products and services. Here, the call was made by employees or agents of Defendant, at the direction of Defendant, in accordance with a contract with Defendant, and with Defendant's substantial oversight and control.
20. Plaintiff knew about the calls, directed the making of the calls, ratified the calls by approving them and/or knowingly receiving the benefits from them, and otherwise benefitted from the calls.
21. All of the calls attempted to solicit Plaintiff to purchase the auto warranty agreements that Defendant sells, administers, and is a party to.
22. Prior to receiving the above-referenced calls, Plaintiff had no relationship with Defendant, had never provided his telephone number directly to Defendant, and had never requested that Defendant place calls to him or to offer him any services.
23. Simply put, Plaintiff has never provided any form of prior express consent to Defendant, or to anyone acting on Defendant's behalf, to place telemarketing calls to his phone number.
24. Defendant was, and still is, aware that the above-described telemarketing calls were

made to consumers like Plaintiff who never provided prior express consent to receive them.

25. By making unsolicited calls as alleged herein, Defendant has caused Plaintiff actual harm, including: (a) the aggravation, nuisance, and invasions of privacy that result from the placement of such calls, (b) wear and tear on their telephones, (c) interference with the use of their phones, (d) consumption of battery life, (e) loss of value realized for monies consumers paid to their wireless carriers for the receipt of such calls, and (f) the diminished use, enjoyment, value, and utility of their telephone plans.
26. Furthermore, Defendant made the calls knowing they trespassed against and interfered with Plaintiff's use and enjoyment of, and the ability to access their phones, including the related data, software, and hardware components.
27. To redress these injuries, Plaintiff, brings this suit under the TX 305 and TCPA, which prohibit unsolicited telemarketing calls to consumers' telephones and demands \$1500 per call (\$15,000 total) together with costs and pre- and post-judgment interest.

EXHIBIT A-5

Court Stamp Here

RETURN OF SERVICE

Notice: This document contains sensitive data

Court

**Justice Court
Precinct 2 Place 1 of Dallas County, Texas
Dallas County, Texas**

Plaintiff

LUCAS HORTON

Cause #

JS20-00322D

Defendant(s)

PALMER ADMINISTRATIVE SERVICES

Came to Hand Date/Time

11/17/2020 1:04 PM

Manner of Service

Personal

Service Date/Time

11/18/2020 9:22 AM

Documents

CITATION; STATEMENT OF CLAIMS; COMPLAINT

Service Fee:

\$95.00

I am certified under order of the Judicial Branch Certification Commission to serve process, including citations in Texas. I am not a party to or interested in the outcome of this lawsuit. My information: identification number, birth date, address, and certification expiration date appear below. I received and delivered the Specified Documents to Defendant as stated herein.

On 11/18/2020 at 9:22 AM: I served **CITATION, STATEMENT OF CLAIMS and COMPLAINT** upon **PALMER ADMINISTRATIVE SERVICES c/o REGISTERED AGENTS INC, REGISTERED AGENT** by delivering 1 true and correct copy(ies) thereof, with **PALMER ADMINISTRATIVE SERVICES c/o REGISTERED AGENTS INC, REGISTERED AGENT**, Who accepted service with direct delivery, with identity confirmed by subject stating their name, a red-headed white female approx. 35-45 years of age, 5'4"-5'6" tall and weighing 120-140 lbs. Phyllis Bowen, Office Manager at **FIVE GREENTREE CENTRE, 525 ROUTE 73 N STE 104, MARLTON, NJ 08053**.

null

My address is: **612 Woodhollow Dr, Marlton, NJ 08053, USA**.

null

Per U.S. Code § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Mitchell Miller

11/18/2020

Date Executed

Ref REF-6868614



0060328458

txefile@abclegal.com



Tracking # 0060680506

